



City Council Memorandum

To: Mayor Manier & City Council
From: Jim Culotta, City Administrator
Date: 5/7/18
Re: Ratifying and authorizing Collective Bargaining Agreement between the City of Washington and the Laborers' International Union of North America, Local 231

EXECUTIVE SUMMARY

A new 3-year collective bargaining agreement with the Laborers' International Union of North America, Local 231, which represents most Public Works Department employees, is available for Council consideration.

Among other things, the agreement calls for a 2.5% increase to only the first step of each position for each year of the agreement. Historically, annual wage adjustments have been applied to each step of the pay plan. By applying the annual increase to only the first step rather than all steps, the growth rate of the pay plan is reduced. The history of annual wage increases is show below:

<u>FY</u>	<u>Annual Wage Increase</u>
09-10	3.6%
10-11	3.0%
11-12	3.5%
12-13	3.25%
13-14	3.0%
14-15	3.0%
15-16	3.0%
16-17	3.0%
17-18	2.5%

The number of steps for full-time positions is reduced from 13 to 11. The union also agreed to a new uniform allowance that will save the City \$300/person/year (a 40% reduction). The term of this agreement is from May 1, 2018 to April 30, 2021.

The attached agreement illustrates the proposed changes. Text that is deleted has a ~~strike through~~ and new text is **yellow highlighted**.

ATTACHED

1. Collective Bargaining Agreement

RESOLUTION NO. _____

Synopsis: The following resolution ratifies and authorizes the execution of a Collective Bargaining Agreement between the City of Washington, Illinois and Laborers' International Union of North America, Local 231, representing most Public Works Department employees, for the fiscal year beginning May 1, 2018 and ending April 30, 2021.

**A RESOLUTION RATIFYING AND AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF
WASHINGTON, ILLINOIS AND THE LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA, LOCAL 231**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY ILLINOIS, as follows:

Section 1. That the Collective Bargaining Agreement between the City of Washington and the Laborers' International Union of North America, Local 231, representing most Public Works Department employees, a copy of which is attached hereto, marked Exhibit "A" and by reference expressly made a part hereof, be, and the same is hereby ratified and approved.

Section 2. That the Mayor and City Clerk of the City of Washington be, and hereby are, authorized, empowered and directed to enter into, execute, and deliver said Collective Bargaining Agreement. Furthermore, the Mayor and the City Clerk are hereby authorized and empowered to sign, execute, seal and deliver any and all other documents and things necessary to take such further actions as may be necessary or advisable to effectuate said Agreement.

Section 3. That any requests for information from the press or public shall be duly recorded by the Clerk and all reasonable requests for information shall be complied with by the City Clerk subsequent to ratification by the City.

Section 4. That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this _____ day of May 2018.

AYES: _____

NAYS: _____

ATTEST:

Mayor

City Clerk

PREAMBLE

This Agreement entered into by the City of Washington, Illinois, hereinafter referred to as the “City” or “Employer” and Laborers’ International Union of North America, Local 231, hereinafter referred to as the “Union,” has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences between them, and the establishment of rates of pay, hours of work, and other terms and conditions of employment for the covered bargaining unit.

ARTICLE 1 RECOGNITION

The City recognizes the Union as the exclusive bargaining representative for all full-time, part-time and seasonal employees employed in the City of Washington Street, Public Works Department in the unit certified by the Illinois Labor Relations Board in Cases S-RC-06-136, S-UC-06-082, and S-UC-06-084, but excluding all other employees of the City, professional employees, confidential employees, managerial employees, supervisors and short-term employees as defined in the Illinois Public Labor Relations Act.

For the purposes of this agreement, “full time employee” is defined to mean an employee of the City of Washington holding a position entailing regularly scheduled work of at least 40 hours per week on a year round basis.

ARTICLE 2 DUES DEDUCTION

Section 1. Dues Deduction

The City agrees to deduct the Union membership initiation fee, assessments and dues from the first pay check each month for all members of the bargaining unit who sign and deliver to the city an assignment authorizing deduction of Union dues in the amount certified by the Treasurer of Local 231, provided the city’s existing payroll software can accommodate said deductions without modification or upgrade. The assignment shall specify the total amount of annual and monthly dues. The past month’s aggregate deductions along with a statement that lists the employees who had dues deducted from their paychecks shall be remitted to the Treasurer of Local 231 no later than the tenth (10th) day of the following month.

The Union agrees to directly refund the employee for any amounts of money withheld and paid in error by the City under this dues check-off provision and to promptly notify the City of such error.

The Union may change the dollar amount of fees, assessments and dues not more than once each year during the life of this Agreement. The Union will give the City ninety (90) days written notice of any such change in the amount to be deducted.

If an employee has no compensation or insufficient compensation due from the City for a given period after the satisfaction of all taxes and other non-union withholdings, the City shall not be responsible for collection of said fees, assessments, dues, fair share or charitable payments.

Section 2. Revocation of Dues Check off Authorization

An employee desiring to revoke the dues check-off authorization may do so by giving written notice at least thirty (30) days prior to the effective date of the revocation to the City and to the Union.

Section 3. Fair Share

(a) Except as provided in subparagraphs (b) and (c) below, any employee who is not a member of the Union shall be required to pay a fair share fee determined by the Union (not to exceed the amount of Union dues) which fee shall represent the proportionate share of the Union's cost for collective bargaining, contract administration, and pursuit of matters concerning employee wages, hours and conditions of employment and grievance administration.

(b) Any employee who was employed prior to June 25, 2007 and who on the effective date of this Agreement was not a member of the Union shall, in addition to the options set forth in subparagraph (a) above, be permitted to satisfy his/her fair share requirements under this Section by signing and delivering to the city a charitable withholding authorization form directing the city to withhold from the first paycheck of each month a monthly amount equal to the fair share fee specified in subparagraph (a). Said withholding shall be remitted by the City to a non-religious, Section 501(c)(3) charitable organization which shall be selected as follows: 1) the employee shall name three qualified charitable organizations and 2) the union shall designate which one of the three qualified organizations shall receive the donation. The foregoing selection procedure shall be repeated if the designated charity no longer exists or qualifies.

(c) Any employee who is a member of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share fee to a union shall be required to pay a monthly amount equal to the fair share fee specified in subparagraph (a) above to a non-religious, Section 501(c)(3) charitable organization mutually agreed upon by the Union and the employee. At the employee's option the charitable contribution may be made on a quarterly basis provided payment is made in advance.

(d) The obligation to pay Union dues and fair share fees as required by subparagraphs (a), (b) and (c) above shall commence on the first day of the calendar month following thirty (30) days after the signing of this Agreement or on the first day of the calendar month following thirty (30) days after hire, whichever occurs later.

(e) In the event an employee has not executed a written authorization as provided in Section 1 of this Article or has revoked such authorization pursuant to Section 2 of this Article, the City shall deduct from the wages of the employee the fair share fee specified in subparagraph (a) above and shall forward said amount to the Union subject only to the following:

(1) The Union has certified to the City that the affected employee has been delinquent in this obligation for at least thirty (30) days;

(2) The Union has certified to the City that the affected employee has been notified in writing of the obligations and requirements of this Article and of the manner by which the Union has calculated the fair share fee;

(3) The Union has certified to the City that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator selected by the Union and employee for the purpose of determining and resolving any objections the employee may have to the fair share fee.

Section 4. Indemnification

The Union shall indemnify, defend and hold harmless the City, elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any actions taken or not taken by the City for the purpose of complying with the provisions of this Article.

ARTICLE 3 DISCRIMINATION

Section 1. Gender

All references to the employees in this Agreement are intended to designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 2. No Discrimination

The Union and the City agree that there shall be no discrimination by either party in the hiring, training, upgrading, promotion, transfer, layoff, or recall of employees because of race, creed, color, religion, national origin, sex, age, physical or mental handicap or marital status.

ARTICLE 4 UNION VISITATION AND UNION BUSINESS

Section 1. Union Visitation

The Union representative, as designated by the Union, may have access to City property in order to help resolve a dispute or problem pertaining to the Collective Bargaining Agreement. Any business conducted by the official representative will not disrupt the operations of the department and related work activities of any employee of the City. Representatives of the Union will sign in and out of the building.

Section 2. Union Steward

The Union may appoint two (2) Union Stewards from the bargaining unit whose duties are to see that the terms of the contract are met. The Union Stewards shall perform said duties before or after the work day and such duties shall not interrupt the work activities of any employee of the City. The Union shall provide written notice to the City identifying the Stewards.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. Management of Public Works Department

The management of the Public Works Department, the control of the premises where work is to be performed, the operation of the Sewage and Water Treatment Plants, and the direction of the work force are vested exclusively with the Employer. The Employer retains, solely and exclusively, all of its inherent rights to manage its operations as such rights existed prior to the execution of the Agreement with the Union and all functions it possessed prior to entering into the Agreement with the Union, except such rights as are specifically abridged by the Agreement.

Section 2. Direction of City Affairs

It is agreed that the City possesses the right to direct the affairs of the City in all of its various aspects. By way of illustration, but not by way of limitation, the following are listed as some of the rights within the exclusive jurisdiction of the City. The City has the complete and sole right to:

- (a) Supervise and direct the work force, including the right to determine the work to be performed, the schedules and hours of work, the size of the work force, the allocation and assignment of work and overtime to employees, including shift time, weekend rotation and holiday rotation, and the right to relieve employees from duty because of a lack of work or funds or other proper reasons.
- (b) Hire, transfer, assess, promote, demote, train, assign, schedule and layoff employees.
- (c) Suspend, discipline, or discharge employees for just cause.

(d) Determine and enforce the reasonable rules, policies and practices, and operational standards of the City.

(e) Determine and from time to time re-determine:

(1) The numbers, locations, types and operations of its physical facilities.

(2) When the whole or any part of its operations shall function, be altered, halted or be discontinued, including the right to reorganize, discontinue or enlarge any department, section, or work unit and to establish, modify or abolish jobs, job descriptions, job classifications, and reasonable work standards.

(3) The methods, means, processes, standards, facilities, equipment and material for providing services.

(4) The services to be provided and the extent and scheduling of such services.

(5) The sources of services, materials and supplies.

(6) All financial and fiscal policies, actions and procedures, and effective internal control procedures.

(7) The organization of its management and the selection and assignment of supervisory personnel.

(f) The right to employ part-time and seasonal help and to subcontract work where deemed prudent or necessary. In the event that the City subcontracts bargaining unit work, and such subcontracting causes a lay-off of any bargaining unit personnel or results in the reduction of hours of full-time employees to less than forty (40) hours per week, the City will give the Union at least twenty-one (21) days prior notice of its subcontracting decision and, thereafter, upon request, will discuss with the Union the decision to subcontract and/or the effects of subcontracting. The city's obligation to give notice and meet with the Union does not affect its right to subcontract.

(g) The right to extend, limit or curtail operations when and in such manner as it deems advisable to do so.

The rights and prerogatives of management described above and all other inherent rights of management not expressly limited by a specific provision of this Agreement, including but not limited to all rights provided in the Illinois Labor Relations Act, are vested exclusively in the City.

Section 3. Past Practice Not Binding

The Union recognizes that the Employer shall not be bound or restricted by, or required to follow or refrain from following any practice, custom, or procedure which was in effect prior to this Agreement, unless specifically required to do so elsewhere in this Agreement. The failure of the Employer to exercise any of its rights herein shall not constitute a waiver thereof.

Section 4. Methods of Operation

Due to the nature of the City's operation, the Union recognizes the City's exclusive rights to develop, revise and institute standards and methods to improve the operations of the Public Works Department.

Section 5. Personnel Manual

During negotiations for the 2018-2021 agreement, the City disclosed that it was in the process of creating a new Personnel Manual for all City employees. The City will comply with any legal obligations that might exist with respect to the implementation or effect of any changes to the Personnel Manual during the term of this Agreement. The City agrees to provide the Union with a copy of the any new or changed Personnel Manual, identifying any changes, at least fifteen (15) days prior to the effective date for bargaining unit employees. To the extent of any conflict between the terms of the Personnel Manual and the terms of this Agreement, the terms of this Agreement will prevail.

ARTICLE 6 ACCESS TO PERSONNEL RECORDS

The City, its employees and the Union agree to abide by the procedures set forth in the Illinois Personnel Records Review Act (currently 820 ILCS 40/0.01 et seq.), as amended from time to time.

ARTICLE 7 HOURS OF WORK AND OVERTIME

Section 1. Hours of Work

Hours of work shall be assigned by the City.

Section 2. Work Week

The work week shall begin at 7:00 am on Thursday and end at 6:59 am on the following Thursday.

Section 3. Overtime

Employees shall be compensated at time and one-half (1½) times their regular hourly pay rate for all hours worked in excess of forty (40) hours within a work week. For the purposes of this section, “hours worked” shall include the following: paid Vacation Leave, paid Holiday Leave, paid Good Health Incentive Leave, **paid compensatory time** and paid Sick Leave taken specifically for bereavement purposes only.

Overtime work shall include only that work performed by employees at the specific direction of the City Administrator, Public Works Director or the Public Works Manager or his designee.

Notwithstanding the above provisions of this Section, in the event an employee (a) is ordered to remain on duty after the conclusion of his original regularly scheduled shift or (b) is called back to duty after completing his original regularly scheduled shift for the purpose of responding to an emergency or weather-related event and, as a result of (a) or (b) is directed not to work his next regularly scheduled shift, the employee shall be paid time and one half for all hours worked after his original regularly scheduled shift.

Section 4. Break Period

One (1) twenty (20) minute, paid, break period will be provided during the regularly scheduled work shift at such times as determined by the supervisor so as not to interfere with operational needs; such break will typically be provided prior to the lunch break.

A lunch break (meal period), not to exceed forty (40) minutes, shall be provided during each regular shift, 10 minutes will be paid and 30 minutes will be unpaid.

Section 5. On-Call Procedure

In the event the city requires employees to be “on-call” during weekends and/or holidays, the following procedures shall apply:

Designated employees shall be subject to being on required “on-call” status during each and every weekend (Saturday and Sunday) and designated city holidays. The on-call period shall extend from the end of the regular duty day preceding the weekend or holiday to the beginning of the next regularly scheduled work day following the weekend or holiday.

All non-probationary, full-time personnel in the Department of Public Works, except personnel assigned to the Water Treatment Plant and Waste Water Treatment Plant, shall be included in the pool of employees required to participate in the on-call program. Probationary employees may be included in the pool prior to the completion of their probationary period if the Public Works Director deems them competent to assume on-call duties and responsibilities. Personnel assigned to the Water Treatment Plant and Waste Water Treatment Plant may voluntarily participate.

Employees assigned to being on-call shall be required to 1) monitor and promptly answer all calls from a City provided cell phone, 2) maintain themselves in a condition suitable to properly

respond to such a call, 3) proceed immediately to duty after receiving a call for service and/or assistance (the City has established a 15 minute limit for employees to arrive at the work site or Public Works shop), and 4) exercise reasonable means to resolve the call for service/assistance in as diligent a manner as possible. These responsibilities shall extend for the full on-call period described in paragraph 2 above.

Current city employees that reside at a location greater than 15 minutes travel time from the City of Washington will be granted an appropriate time allowance to respond to calls.

Employees, including those assigned to the Water Treatment Plant and those assigned to the Waste Water Treatment Plant, shall receive a lump sum payment of \$90 per each weekend (\$45 per each day) and \$65 per each holiday during which they are on-call. Holiday on-call pay will be paid for the actual holiday, not for the date a holiday is observed by the City. For example, if Christmas Eve falls on a Saturday and Christmas Day falls on a Sunday, the \$65 on-call pay for Christmas Eve shall be paid for the Saturday hours rather than the Friday hours and the on-call pay for Christmas Day shall be paid for the Sunday hours rather than the Monday hours. In such event, the Friday and Monday hours will be paid at the weekend on-call rate (\$45 per day).

In the event that the employee on-call is required to report to a specific duty assignment during the on-call period, he/she shall be compensated in accordance with the terms of this Agreement.

Employees will be allowed to voluntarily substitute on-call assignments with one another, provided the replacement employee is qualified to perform the duties in question. If a substitution is made for a full day or full weekend, the person filling the on-call assignment will receive the compensation for that period. If a substitution is made for less than a full day, the person substituting shall receive no compensation for being on on-call status.

The Union shall establish its own internal rules and/or procedures to determine which specific employee(s) is/are "on-call" provided the other terms of this Section are fully satisfied. Upon request the Union shall furnish the Public Works Manager the names of those employees "on-call".

Section 6. Involuntary Callback

For each callback which is not continuous with the employee's assigned hours, the employee shall receive pay for the actual time worked, at the appropriate rate, or for two (2) hours, whichever is greater, subject to the provisions of Section 7.

Section 7. No Pyramiding

No pyramiding shall be permitted; covered employees shall not be paid twice for the same hours.

Section 8. Compensatory Time

Employees may elect to take paid compensatory leave in lieu of overtime pay in accordance with the following limitations:

- (a) An irrevocable election to take paid compensatory leave in lieu of overtime pay shall be made by the employee at the time of the submission of the bi-weekly time sheets.
- (b) Employees may accumulate no more than 64 hours of compensatory leave at any time.
- (c) Employees may take no more than 40 hours of paid compensatory leave during any fiscal year beginning May 1st.
- (d) All earned and unused compensatory time shall be paid in full, lump sum, at separation or layoff at the then prevailing straight time rate of pay for the employee. In the event of death, said compensation shall be paid to the employee's estate.

ARTICLE 8 PROBATIONARY PERIOD

All employees covered by this agreement shall serve a probationary period of twelve (12) months following their date of hire. Part-time or seasonal employees that are subsequently employed in a full time position shall serve an additional twelve (12) month probationary period commencing on the date of their full time employment. Only those calendar months or portions thereof during which the employee is actively at work shall be counted toward the completion of the probationary period(s).

During the probationary period, employees shall have no seniority rights under this agreement and may be laid off, discharged, or otherwise terminated at the sole discretion of the City without recourse to the grievance procedure, but shall be subject to all other provisions of this agreement.

Probationary employees shall have the right to grieve any contract issue, excluding lay-off, discharge, or termination, after three (3) months of continuous service.

ARTICLE 9 SENIORITY

Section 1. Eligibility

Only full-time employees shall be subject to the provisions of this Article.

Section 2. Definition

Seniority shall be defined as the length of an employee's continuous, full-time employment in the Washington Public Works Department. A copy of the current Seniority List is attached hereto as Exhibit A. Said list shall establish and resolve all questions of seniority at the time of contract ratification. The City shall update the Seniority List annually as of January 1st of each year and shall provide a copy of said list to the Union on or before the next succeeding February 1st.

Section 3. Layoffs

In the event of layoff of full-time employees, the following provisions shall govern:

- (a) The City, in its sole discretion, shall determine which of the Department of Public Works Division(s) (i.e. Water Treatment, Wastewater Treatment, Water/Sewer Maintenance, Inspections, Streets) shall be subject to layoff and the number of positions in said Division(s) to be laid off.
- (b) Employees in the Division(s) designated for layoff shall be laid off in reverse seniority order provided that the Division Heads (Streets Supervisor, Water/Sewer Maintenance Supervisor, Water Treatment Plant Supervisor and Sewer Treatment Plant Supervisor) shall be the last persons in their respective Divisions to be subject to layoff, regardless of their respective rank on the Seniority list.
- (c) An employee who is laid off in one division may bump only the least senior full-time employee in the entire Department of Public Services, provided that the employee has, at the time of the layoff, the skills and ability to perform the work, including any certification or license required for the position. If the laid-off employee does not have the skills, ability, and certification or license to take the position of the least-senior employee, the laid-off employee shall have no further right to bump. In the event more than one employee is laid off simultaneously, the laid-off employees' right to bump shall be determined by seniority among all simultaneously laid-off employees.

Section 4. Recalls

Recall of employees shall be made as follows:

- (a) The City shall determine which Division(s) will have a recall, the number of positions in said Division(s) to be recalled and the order in which the recall will be conducted.
- (b) Employees who previously worked in said Division(s) at the time of their layoff shall be recalled by seniority with the most senior being recalled first.

(c) Notice of recall shall be sent to the employee's last known address. If the employee fails to report to work within five (5) days of the Notice of Recall, his/her employment shall terminate immediately.

(d) An employee's right to recall shall expire if the period of the employee's layoff exceeds 365 consecutive calendar days.

Section 5. Vacancies

In the event that the City elects to fill a vacancy in a full-time position in the Public Works Department, bargaining unit employees shall be notified of such vacancy and be allowed five (5) days to make application for transfer to the vacant position prior to the City's public advertisement for applicants. Notwithstanding any other provision of this Agreement, the City shall have sole discretion in deciding whether or not to approve any such application(s) for transfer, regardless of seniority.

ARTICLE 10 HOLIDAY LEAVE

Section 1. Eligibility

Only full time employees shall be eligible to receive the benefits provided in this Article.

Section 2. Designated Holidays

The following are hereby designated as paid holidays: New Years Day (January 1), Martin Luther King, Jr. Day (Third Monday of January), **Good Friday**, Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), Day after Thanksgiving Day, Christmas Eve Day (December 24) and Christmas Day (December 25).

Section 3. Holiday Pay

Employees shall receive eight hours of paid leave at their straight-time rate of pay for each of the above referenced holidays subject to the other provisions of this article.

Section 4. Supplemental Pay for Hours Worked on a Holiday

In the event that one of the holidays designated in Section 2 above falls on a Saturday, paid leave shall be granted on the immediately preceding Friday as per Section 3 above. If the designated holiday falls on a Sunday, paid leave shall be granted on the immediately following Monday as per Section 3 above.

If an employee is required to work on an otherwise off-duty Friday or Monday that occurs as a result of the circumstances described in the immediately preceding paragraph, he will be

compensated at his time and one-half rate of pay for all hours worked in addition to the eight hours of straight time pay referenced in Section 3 above.

Employees who work on the actual day of the designated holiday specified in Section 2 above shall receive double time pay for all hours worked in addition to the eight hours of straight time pay referenced in Section 3 above.

Section 5. Holiday Pay Qualifications

In order to qualify for the holiday pay specified in this Article, the employee must either work or be on approved leave on both his regularly scheduled workday preceding and following the holiday.

ARTICLE 11 VACATION LEAVE

Section 1. Eligibility

Only full time employees shall be eligible to receive the benefits provided in this Article.

Section 2. Vacation Leave Accrual Rates

Full-time employees shall earn and accrue annual paid vacation leave in accordance with the following schedule:

<u>For Year No.</u>	<u>Annual Accrual (Hours)</u>	<u>Accrual Rate/Each of 24 Periods/Year (Hours)</u>
1	80	3.333
2	80	3.333
3	80	3.333
4	80	3.333
5	80	3.333
6	88	3.667
7	96	4.000
8	104	4.333
9	112	4.667
10	120	5.000
11	128	5.333
12	136	5.667
13	144	6.000
14	152	6.333
15	160	6.667
16	168	7.000
17	176	7.333
18	184	7.667

19	192	8.000
20 & over	200	8.333

Vacation leave accrual rates shall be based on the employee's length of employment, using his anniversary date and service completed, not on a calendar or fiscal year basis. Periods of unpaid leave shall not constitute completed service.

Section 3. Vacation Leave Carry-Over

Accrued but unused vacation leave may be carried over from one calendar year to the next subject to the following:

(a) Employees with less than fifteen (15) years of service on December 31st of each year shall be allowed to carry-over accrued vacation leave in an amount not to exceed the sum of the following: 40 hours plus the number of vacation leave hours accrued and unused for the immediately preceding calendar year.

(b) Employees with fifteen (15) or more years of service on December 31st of each year shall be allowed to carry-over accrued vacation leave in an amount not to exceed the sum of the following: 80 hours plus the number of vacation leave hours accrued and unused for the immediately preceding calendar year.

All accrued and unused vacation leave in excess of the above-defined carry-over maximums shall be forfeited. It is the goal of the City and the Union that earned vacation time be used on a current basis, for the benefit and well-being of the employee.

Section 4. Vacation Scheduling and Use

Vacation leave shall be scheduled and approved in advance by the immediate non-bargaining unit supervisor or his designee consistent with the operational and staffing needs of the department. Vacation leave shall normally be taken in weekly increments, except that up to ten days of vacation leave may be taken in no less than ~~one-half (1/2) day (four (4) hour)~~ **one (1) hour** increments.

Except with the express approval of the City Administrator, no vacation leave shall be granted during the probationary period. Such leave shall only be granted in the event of extraordinary circumstances. No vacation leave shall be authorized or credited to an employee before it has been earned.

Employees shall be paid, consistent with the above provisions, for the hours taken as approved vacation leave at the then prevailing straight time hourly rate of pay for the employee.

Section 5. Vacation Pay at Separation

All earned and unused (and non-forfeited) vacation leave shall be taken prior to separation or layoff and can be used to extend the date of separation or layoff or shall be forfeited. In the event of death, said compensation shall be paid to the employee's estate.

ARTICLE 12 PERSONAL LEAVE

Section 1. Eligibility

Only full time employees shall be eligible to receive benefits provided in this Article.

Section 2. Earned Leave

Qualified employees shall receive eight (8) hours of paid personal leave on January 1st of each and every calendar year of employment. Newly hired employees shall receive personal leave for the period between their date of hire and the next succeeding December 31st on a pro-rata basis.

Section 3. Rate of Pay

Personal leave shall be paid at the employees' prevailing straight time rate of pay at the time leave is taken. Personal leave must be taken during the calendar year in which it is received and, if unused, shall be forfeited. Personal leave must be taken in eight (8) hour increments, except for new hires who shall take all of their initial allotment of personal leave in a single block. Personal leave may not be substituted or traded for pay.

Section 4. Leave Approval

Personal leave must be scheduled and approved in advance by the city consistent with the operational and staffing needs of the department, provided the granting of said leave shall not be unreasonably denied.

ARTICLE 13 SICK LEAVE

Section 1. Eligibility

Only full time employees shall be eligible to receive the benefits provided in this Article.

Section 2. Sick Leave Accrual

Sick leave shall be earned, accrued and accumulated in accordance with the following:

(a) All employees shall earn and accrue sick leave at the rate of 8 hours per calendar month.

(b) Employees shall be allowed to accumulate up to a maximum of one thousand two hundred and eighty (1,280) hours to be used for sick leave purposes.

(c) Employees who have accumulated the maximum of 1,280 sick leave hours referenced in Section (b) above shall be entitled to earn an additional 640 sick leave hours over and above the 1,280 hour cap. Said additional 640 hours shall be accounted for separately and shall be used toward IMRF service credit only, not for any other sick leave purpose. Leave shall only be credited to this IMRF bank if and when the regular sick leave bank has accumulated the 1,280 hour maximum.

Section 3. Sick Leave Pay

Except as otherwise provided herein, sick leave shall be paid at each employee's prevailing, straight-time, hourly rate of pay in effect at the time leave is taken.

Section 4. Sick Leave Use

Sick leave shall not be considered as a privilege to be used at the employee's discretion. Sick leave shall be used in all cases of actual sickness of the employee, or because of illness, injury or birth in his immediate family, or to meet dental appointments, eye appointments or to take physical examinations or other sickness prevention measures.

A maximum of three **consecutive** sick days may be taken in the event of death in the immediate family **for use in preparation for and/or attendance at funeral and/or other end of life celebrations.** For purposes of this article, "immediate family" shall include the employee's siblings, spouse, children, stepchildren, father, mother, grandparents, and grandchildren.

Section 5. Notification of Sick Leave Use

To receive compensation while absent on sick leave, the employee shall notify his immediate supervisor prior to the time set for beginning his daily work duties.

Section 6. Verification

The Public Works Manager or his designee may require verification for any absence exceeding three (3) consecutive work days or when he has reasonable suspicion to believe that sick leave is being used in any manner inconsistent with this article.

Section 7. False Pretenses

Claiming and/or using sick leave under false pretenses may be cause for disciplinary action, up to and including dismissal from city service.

Section 8. Using Vacation Time in lieu of Sick Leave

Upon approval of the Public Works Manager, or his designee, employees may use available vacation time and compensatory time in lieu of sick leave, provided all earned sick leave has been exhausted.

Section 9. Unused Sick Time: Before December 31, 1991

Upon separation from employment, the following named employees may convert earned and unused sick leave to cash subject to the following limitations:

<u>Name</u>	<u>Maximum Unused Sick Hours Eligible for Conversion to Cash</u>		<u>At Hourly Rate of</u>	<u>Maximum Cash Payment</u>
Rick Janes	142.5		\$ 9.61	\$1,369.43

Section 10. Good Health Incentive Program

Employees who use no more than eight (8) hours of sick leave in any calendar quarter **(excluding use of sick leave for bereavement purposes under Section 4)** shall receive, at their election, either eight (8) hours paid personal time off, or eight (8) hours of accumulated sick leave, or eight hours pay at the employee's regular, hourly rate of pay. Said election, once made, shall be irrevocable. If pay is elected, it shall be included in the regular pay check as soon as possible following completion of the calendar quarter. Employees who are off duty for more than eight (8) hours during any calendar quarter due to an approved workers compensation claim or for Family and Medical Leave shall not be eligible for the above defined benefit. Employees electing the eight (8) hours paid personal time off must take the time off within the calendar year in which the time off is awarded.

Section 11. Pregnancy Leave

Sick leave may be taken for medically necessary absences due to pregnancy. The employee shall continue her regular employment until such time as her physician states in writing that she is unable to do so.

ARTICLE 14 WORKERS COMPENSATION

Section 1. Duty-related Injuries or Illnesses

Duty-related injuries and illnesses shall be compensable in accordance with the Illinois Workers' Compensation Act.

ARTICLE 15 OTHER LEAVES OF ABSENCE

Section 1. Jury Duty

Employees shall be granted a paid leave of absence to attend required jury duty assignments or other required court appearances involving official city business, provided said court appearances are not adversarial to the city's interests. Said paid leave shall be limited to only those hours that fall within the employee's regular hours of work. Employees shall receive their regular straight-time rate of pay while fulfilling the above described jury duty assignments and court appearances, but shall surrender to the City all compensation from the Court, with the exception of any mileage reimbursement.

Section 2. Military Leave

The collective bargaining agreement shall be subject to all state and federal regulations, including, but not limited to, Employment and Reemployment Rights of Members of the Uniformed Services (38 U.S.C.A. Section 4301, *et seq.*), Service Members Employment Tenure Act (330 ILCS 60/1 *et seq.*), Military Leave of Absence Act (5 ILCS 325/1 *et seq.*), and Family Military Leave Act (820 ILCS 151/5 *et seq.*), as may be amended from time to time.

Section 3. Absence without Leave

Any unauthorized absence from duty by an employee, whether for a full or partial day, shall be considered an absence without leave. Any such absence shall be without pay and may subject the employee to disciplinary action, up to and including discharge. Any employee who is absent for three (3) consecutive work days without approved leave shall be considered to have resigned.

Section 4. Procedure for Requesting Leaves

Except as provided elsewhere herein, all leaves of absence must be approved, in advance, by the city's designated representative. Unless otherwise specified in this agreement, an employee requesting a leave of absence for any reason must submit a written request to the city's designated representative no less than 48 hours in advance. The requested leave is only "authorized" after the formal written approval of the city's designated representative, subject to and consistent with the operational needs of the department.

ARTICLE 16 DISCIPLINE

Section 1. Intent

The parties agree with the tenets of corrective and progressive discipline. Disciplinary actions shall include the following:

- (a) Verbal Warning
- (b) Written Warning
- (c) Suspension, with or without pay
- (d) Discharge

The City will use progressive discipline, where appropriate. However, the City at all times retains the right to impose discipline that is commensurate with the nature of the offense and notwithstanding the progressive disciplinary steps listed above.

All disciplinary actions, except verbal **and written** warnings, shall be subject to the Grievance Procedure set forth in Article **17+5** .

Section 2. Serious Misconduct

It is mutually agreed and understood that no warning need be given to an employee before he is discharged or suspended if the discharge or suspension is for serious misconduct.

In discharge or suspension cases, if it is found that an employee has been unjustly deprived of his regular job, all claims for back wages shall be limited to the amount of any differential between the regular hourly earnings the employee would have earned had he remained at his regular job and the unemployment compensation and/or any other compensation that would not have been earned except for the suspension or discharge.

Section 3. Notice

The employee shall be notified of disciplinary action taken. Such notification shall be given either verbally or in writing and shall reflect the nature of the misconduct and the guidelines for the employee's future behavior. **Employees are entitled to union representation at investigatory meetings as provided by law, without regard to the level of potential discipline which might be imposed.**

ARTICLE 17 GRIEVANCE AND ARBITRATION

A grievance is defined as a dispute or complaint by an employee or the Union claiming that an express written provision of this Agreement has been violated, misinterpreted or misapplied, including matters of discipline.

First Step: The Union shall present the grievance, in writing, to the Public Works Manager or his or her designee, within three (3) work days of the date the employee should have known of the alleged violation. The Public Works Manager, or his or her designee, shall in turn give written response within three (3) work days after receiving the grievance.

Second Step: If the grievance is not resolved at the first step, the Union shall have the option of requesting in writing that the grievance be advanced to the level of Public Works Director

or his or her designee within five (5) work days after receiving the denial at Step 1. The Public Works Director or his designee shall give a written response on the grievance to the Union within ten (10) work days after receipt, except that the Public Works Director may convene a hearing of the parties if he/she deems it appropriate. Said hearing shall be convened as soon as possible, but in no event less than twenty (20) work days after receipt of the Union's notice to proceed to Step 2. The Public Works Director shall give a written response on the grievance and communicate it to the Union within five (5) work days after the hearing.

Third Step: If the grievance is not resolved at the first step, the Union shall have the option of requesting in writing that the grievance be advanced to the level of City Administrator or his or her designee within five (5) work days after receiving the denial at Step 2. The City Administrator or his designee shall give a written response on the grievance to the Union within ten (10) work days after receipt, except that the City Administrator may convene a hearing of the parties if he/she deems it appropriate. Said hearing shall be convened as soon as possible, but in no event less than twenty (20) work days after receipt of the Union's notice to proceed to Step 3. The City Administrator shall give a written response on the grievance and communicate it to the Union within five (5) work days after the hearing.

Fourth Step: If the grievance cannot be resolved at the third step, the Union, upon written notice within five (5) work days after the deadline for the written response of the City Administrator, shall have the option of referring the grievance to arbitration.

Unless the parties mutually agree to the selection of an arbitrator within ten (10) calendar days of such written notice, the Federal Mediation and Conciliation Service will be requested to provide a panel of seven arbitrators. Either party shall have the right to reject one panel in its entirety. The parties will determine by coin toss which shall have a right to strike the first name. Thereafter, the other party shall strike one of the remaining names and thereafter each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be final and binding on the parties. No more than one grievance shall be submitted to the same arbitrator, except by the mutual agreement of the Union and the City.

The arbitrator's fees and expenses and the costs of transcripts and room rental shall be borne equally by the parties. Neither the grievant(s) nor the Union's representative will be paid for any time associated with the grievance and arbitration procedures unless mandated by law. Each party will be responsible for compensating its own representatives and witnesses.

No grievance shall be considered unless written and filed within three (3) work days after the affected employee or anyone of the group of affected employees had knowledge of the existence of the facts underlying said grievance. The written grievance shall be dated and signed by the employee or employees, and the Union. The written grievance shall contain a brief description of the grievance, the provisions of this Agreement allegedly violated and the remedy sought.

The failure of a grievant or the Union to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and the grievance shall be considered to be settled on

the basis of the City's last answer. The failure of the City to give an answer within the time limits shall be considered a denial and permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement in writing.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The City and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.

Nothing in this Agreement shall prevent an employee from presenting a concern to the City and having this concern discussed and settled without necessity of entering into the grievance procedure.

ARTICLE 18 UNIFORMS

Section 1. Uniforms

Until the second paragraph below is implemented, the city shall pay all costs associated with the provision of uniform services for each full time employee consisting of the following uniform items: eleven (11) pair of pants, eleven (11) short sleeve shirts, eleven (11) long sleeve shirts and two (2) jackets.

Effective June 1, 2018 (or at a later date at the discretion of the City), the City shall notify the employees and the Union of the City selected vendor(s) from which the employees may purchase approved City-logoed work apparel. The City will reimburse each of the bargaining unit employees up to \$450 per fiscal year for the purchase of approved safety boots, approved City-logoed shirts/sweatshirts, and/or an approved City-logoed parka. Reimbursement will be made to employees within 30 days after presentation of receipts. Employees must wear the City-approved boots, shirts/sweatshirts or parkas during working hours. Employee clothing during work hours must be presentable. If employees are not wearing at least Class 2 high visibility shirts/sweatshirts in areas where such is required, the employee must wear the city-issued Class 2 high visibility vest. Class 3 high visibility vests will be provided as needed.

Section 2. Other Gear

The City will supply employees with rain gear, rubber boots, and winter and summer gloves to be worn while on duty. The City will also supply employees with proper identification to show that the worker is employed by the City.

ARTICLE 19 HEALTH/DENTAL/LIFE INSURANCE

Section 1. Health Insurance Benefit Eligibility

Only full-time employees shall be eligible to receive the benefits defined in this Article.

Section 2. Summary of Benefits

The Summary of Benefits currently offered is marked Exhibit B and attached hereto. The City shall have the right to change carriers, self-insure, reimburse employees or utilize any combination of same at any time from time to time during the term of the Agreement. The City may modify benefits during the term of this Agreement only pursuant to Section 6 below.

Section 3. Employee Contribution

For the period commencing July 1, 2014, and running through and including June 30, 2015 the employee health and dental insurance premium contribution shall not exceed \$200 per month for family coverage and \$100 per month for single coverage. Said monthly employee contribution shall be paid through payroll withholding consistent with current practice.

Section 4. Wellness Incentive

As a wellness incentive the City shall reward qualifying employees by crediting toward their contribution for health insurance premium cost \$25/month for those selecting single coverage and \$50/month for those selecting family coverage. To qualify, the employee must:

- (a) Submit to the City an annual certification from a physician documenting that the employee has had a physical check-up which included as a minimum a review of the employee's family medical history; blood testing consisting of at least a CBC (complete blood count), a CMP (complete metabolic profile) and an FLP (fasting lipid profile); and check of blood pressure. The results of the examination and testing shall not be disclosed to the City. The parties understand that the intent of this requirement is that the employee be informed of his or hers personal health condition and risks based upon the testing and family medical history. The City is entitled only to confirmation that the employee has received the physical check-up consisting of the elements described here and has reviewed same.
- (b) Totally abstain from the use of any tobacco or nicotine products of any kind and certify such abstinence to the City upon request.
- (c) Annually attend a health fair to be offered by the City during the employee's regular working hours.

The City shall be responsible for the cost of the examination and test referenced in (a) above which are not covered by the health insurance plan. The credit toward the contribution for health insurance shall commence the month next following the receipt by the City of the physician's certification and continue for 12 months thereafter providing the employee is at all times in compliance with (b) and (c) above.

Section 5. Increases in Coverage Costs

Any increase in the cost of premium during the term of this Agreement shall be shared equally between the City and employees.

Section 6. Changes in Plan Coverage and Health Insurance Committee

Before the City makes any substantial changes in plan benefits the changes shall first be submitted to the Health Insurance Committee, which shall consist of seven members. The City Administrator and two Council members shall serve on the Committee, together with one member chosen by the Union, one member chosen by the police officers' bargaining unit and one member chosen by the telecommunicators' bargaining unit and one non-represented employee designated by the City Administrator. In the event that either the police officer's bargaining unit or the telecommunicator's bargaining unit fails to designate a person to serve as a member of the Health Insurance Committee, the Union may choose an additional member. In the event that both the police officer's bargaining unit and the telecommunicator's bargaining unit fail to designate a person to serve as a member of the Health Insurance Committee, the Union may choose two additional members. In no event will there be more than seven members total on the Committee nor less than three members designated by one or more bargaining unit. A majority vote of the Health Insurance Committee shall be required before making any substantial changes in plan benefits.

Section 7. Better Health Insurance Package

In the event that the City would agree to provide a better health insurance package to members of another bargaining unit or to the group of non-representative employees, at the election of the Union, the City shall make such better insurance package available to the Union bargaining unit members, unless the general wage increase for the other employees is less than the general wage increase for members of the Union's bargaining unit. For purposes of this section a 'better health insurance package' refers to the circumstance where either the benefits are superior or the employee's required contribution toward premium cost is less, or a combination of both. It is the intent of this section that the Union bargaining unit members receive equitable treatment with respect to health insurance benefits unless other employee groups receive a better health insurance package in lieu of a general wage increase matching that received by Union bargaining unit members.

Section 8. Retiree Health Insurance Benefit

The City shall provide to eligible retirees the same medical/dental insurance coverage and benefits as are provided to all other active, full-time, covered bargaining unit employees at the same premium cost. To be eligible for said retiree medical/dental insurance, the retiree must meet the following requirements:

- (a) Have an original date of hire as a full-time employee of the City of Washington, IL of on or before August 1, 1998;

- (b) Be at least fifty-five (55) years of age;
- (c) Have the sum of the employees' age plus his/her years of City of Washington IMRF service credit equal at least "80"; and
- (d) Be actively enrolled in the City's health insurance plan at the time of retirement.

This benefit shall cease at such time as the retiree reaches sixty-five (65) years of age or becomes eligible for Medicare, whichever occurs first, or at such time as said insurance coverage is otherwise terminated by the retiree. In the event that a retiree obtains employment that includes health insurance as a benefit, the City's health insurance coverage shall become "secondary."

Section 9. Post-Employment Health Savings Plan

The Employer has established a post-employment health savings plan in lieu of and for the benefit of those covered employees who are ineligible to participate in the retiree defined benefit health plan provided above. The Employer agrees to continue to make monthly contributions to each eligible employee's post-employment health savings plan in an amount equal to one and three-fourths percent (1.75%) of each employee's base wage plus longevity pay earnings.

Employees shall be eligible to purchase, at retirement, medical/dental insurance coverage in accordance with 215 ILCS 5/367(j) for "municipal employees" as defined therein, provided they pay the total, prevailing monthly premium cost of said coverage.

Employees who leave the employ of the City prior to meeting the requirements of 215 ILCS 5/367(j) or who have met the requirements but choose not to continue participation in the City's medical/dental insurance plan shall be entitled to use accumulated funds in the post-employment health savings plan for qualifying health insurance expenses consistent with the plan as well as applicable law.

Section 10. Flexible Benefits/Section 125 Plan

The City will continue to make available to bargaining unit employees the flexible benefits/Section 125 Plan consistent with the existing plan and applicable law.

Section 11. Life Insurance

The City shall provide, at no cost to the employee, term life insurance in the amount of twenty thousand dollars (\$20,000.00).

ARTICLE 20 PENSION

The City, covered employees and the Union agree to abide by the provisions of the Illinois Municipal Retirement Fund (currently 40 ILCS 5/7 et seq.), as amended from time to time.

ARTICLE 21 SAFETY

The City and the Union agree to cooperate in developing a safety attitude among the employees and to comply with the provisions of the Federal Occupational Safety and Health Act. The City and the Union also agree to develop a Safety Committee consisting of one (1) employee designated by the Union and one (1) Employer representative to meet quarterly to discuss and address safety concerns and work toward a safer work environment.

ARTICLE 22 TRAINING

Section 1. Eligibility

Only full time employees shall be eligible to receive the benefits provided in this Article.

Section 2. City Mandated Training

In the event the City mandates employees to attend specific training classes, activities or functions, the City shall pay for all costs related to such training including, as applicable: payment for all hours spent in said training; tuition, textbook, and mileage expenses; and all other directly related expenses.

Section 3. Water Treatment Plant Certifications

The City shall support those employees holding the following positions in obtaining training required to secure and maintain a Class B Certified Water Operator's license: Water Treatment Plant Supervisor and the most senior bargaining unit employee in the Water Treatment Division. Said support shall be limited to the following: allowing the employee to attend training classes, activities or functions during the normal duty day, with pay, and the payment of tuition, textbook and travel expenses.

It is hereby expressly agreed that attending non-mandated training activities occurring outside of the employee's regular work hours shall be at the employee's discretion and said hours shall not be compensable.

In the event the most senior bargaining unit employee is unwilling or unable to obtain and maintain said license, then the training opportunity shall be extended to another Water Treatment Division employee, if any, on the basis of seniority.

Section 4. Waste Water Treatment Plant Certifications

The City shall support those employees holding the following positions in obtaining training required to secure and maintain a Class 1 Certified Waste Water Operator's license: Sewer Treatment Plant Supervisor and the most senior bargaining unit employee in the Sewer Treatment Division. Said support shall be limited to the following: allowing the employee to attend training classes, activities or functions during the normal duty day, with pay, and the payment of tuition, textbook and travel expenses.

It is hereby expressly agreed that attending non-mandated training activities occurring outside of the employee's regular work hours shall be at the employee's discretion and said hours shall not be compensable.

In the event the most senior bargaining unit employee is unwilling or unable to obtain and maintain said license, then the training opportunity shall be extended to another Waste Water Treatment Division employee on the basis of seniority.

Section 5. Pesticide Applicator's License

In the event the city mandates the Grounds Maintenance Foreman in the Street Division to secure and maintain an Illinois Pesticide Public Applicator's License, the city shall be responsible for all costs of training in accordance with Section 2 above.

Section 6. Pesticide Operator's License

The City shall support the two (2) most senior bargaining unit employees in the Street or Water and Sewer Maintenance Divisions in obtaining training required to secure and maintain an Illinois Pesticide Public Operator's License as long as the city determines, in its sole discretion, such licensing to be necessary. Said support shall be limited to the following: allowing the employees to attend training classes, activities or functions during the normal duty day, with pay, and the payment of tuition, textbook and travel expenses.

It is hereby expressly agreed that attending non-mandated training activities occurring outside of the employee's regular work hours shall be at the employee's discretion and said hours shall not be compensable.

In the event one or both of the most senior bargaining unit employees is/are unwilling or unable to obtain and maintain said license, then the training opportunity shall be extended to another Street or Water/Waste Water Maintenance Division employee on the basis of seniority.

Section 7. City Approval Required

Notwithstanding the above provisions of this Article, all training-related expenses shall be subject to the City's prior approval and to the City's determination of necessity and appropriateness.

Section 8. Commercial Driver's Licenses

For those employees who the City requires to have a Commercial Driver's License (CDL), the city will reimburse the costs of the CDL as follows: 1) an employee who is required to obtain his/her initial CDL during the term of this Agreement shall be reimbursed the full cost of the CDL license and 2) an employee who is required to renew his/her CDL during the term of this Agreement shall be reimbursed the differential in cost between renewing the CDL and renewing a normal Illinois driver's license.

ARTICLE 23 ALCOHOL AND DRUG POLICY

The Alcohol and Drug Policy will be that of the City adopted by the City Council December 18, 1995, revised January 22, 1996, and updated July 3, 2006, and as amended from time to time by the City Council. The City will notify employees and the Union of all policy changes prior to the effective date of the change(s).

ARTICLE 24 WAGES AND COMPENSATION

Section 1. Annual Pay Plan

Rates of pay for all bargaining unit employees shall be in accordance with the Annual Pay Plan attached hereto, marked Exhibit C, and by reference made a part hereof. The rates of pay for each fiscal year shown in the Annual Pay Plan shall commence at 7:00 am.

Section 2. Step Increases: Full Time Employees

All full-time employees shall advance through the Step increases in the Annual Pay Plan as follows:

- (a) Upon initial appointment to full time employment, employees shall be paid in accordance with the Step 1 Annual Base Wage in effect for the applicable position at the time of appointment.
- (b) Employees shall advance to the Step 2 Annual Base Wage on their first anniversary date of full time employment.
- (c) Employees shall advance to the Step 3 Annual Base Wage at the start of the next succeeding fiscal year following their first anniversary date.
- (d) Thereafter, each employee shall advance through the pay plan one Step at a time at the start of each successive fiscal year.
- (e) Notwithstanding the above, an employee shall only advance to the next progressive Step if he has been actively at work for at least 1,040 hours for the immediately preceding twelve month period.

Section 3. Longevity Pay

In addition to the Annual Base Wage, full time bargaining unit employees shall receive Longevity Pay in the amounts and at such time intervals as specified in Exhibit D, as attached hereto and made a part hereof. Longevity pay shall begin on the employee's tenth anniversary

date of full time employment and be increased thereafter on subsequent anniversary dates in accordance with the schedule shown in Exhibit D.

Only those incumbents holding supervisory positions on May 1, 2012 shall receive Longevity Pay at the "Supervisory Personnel" rates specified in Exhibit D. Successor employees holding supervisory positions shall receive Longevity Pay at the "Non-Supervisory Personnel" rate.

Section 4. Calculation of Hourly Rate of Pay

The hourly rate of pay for full time employees shall be calculated as follows: Longevity Pay, if any, shall be added to the applicable Annual Base Wage with the resulting sum divided by 2,080 and rounded to the nearest ten thousandth of one cent.

Section 5. Part Time Employee: Cemetery Sexton

The part-time bargaining unit employee holding the position of Cemetery Sexton shall be compensated for all hours worked at the appropriate Hourly Pay Rate shown in Exhibit C and as further defined as follows:

- (a) Upon initial appointment, the employee holding the position of Cemetery Sexton shall be paid in accordance with the Step 1 Hourly Pay Rate in effect at the time of appointment.
- (b) The employee shall advance to the Step 2 Hourly Pay Rate upon completion of one year of service in the position of Cemetery Sexton.
- (c) The employee shall advance to the Step 3 Hourly Pay Rate at the start of the next succeeding fiscal year following his first anniversary date as Cemetery Sexton.
- (d) Thereafter, the employee shall advance through the pay plan one Step at a time at the start of each successive fiscal year.

Section 6. Part Time Employees: Grounds Maintenance Personnel

Part-time bargaining unit employees holding Grounds Maintenance positions shall be compensated for all hours worked at the appropriate Hourly Pay Rate shown in Exhibit C and as further defined as follows:

- (a) A newly hired part-time employee shall be paid in accordance with the Step 1 Hourly Pay Rate in effect at the time of hire.
- (b) He shall advance to Step 2 upon returning for his second season of employment in the next calendar year following his date of hire.

(c) He shall advance to Step 3 upon returning for his third season of employment in the second calendar year following his date of hire.

Section 7. Current Employee Pay Range/Step

The parties agree that Exhibit A, attached hereto and made a part hereof, accurately reflects each respective employee's Position and Pay Range and Step as of May 1, **2018 or union ratification, whichever is later. 2015.**

ARTICLE 25 GENERAL PROVISIONS

Section 1. Complete Understanding

The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, that the Employer has made adequate disclosure of relevant financial matters, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives any right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.

Section 2. Severability

If any provision of this Agreement shall be deemed to be invalid, unconstitutional, or otherwise illegal, such provision shall be stricken herefrom, and this Agreement shall continue in full force and effect as to all remaining provisions.

Section 3. No Strike and No Lockout

In consideration of the provisions of the Grievance and Arbitration article within this Agreement, which provides a just and equitable method of settling all grievances and disputes between the parties, it is agreed there shall be no strike, slowdown, sympathy strike, picketing or interference with operations by the Union or any employee covered by this Agreement during the life of this Agreement, and, similarly, there shall be no lockout of covered employees by the Employer.

Any violation of this Section shall be cause for discharge or other disciplinary action. Any employee that promotes, supports or participates in illegal strike activity will be subject to disciplinary action, including discharge. Such discipline or discharge shall not be subject to review upon any ground other than whether the employee violated this Section. In the event there is any mass resignation or other concerted withdrawal of services, strike, slowdown, sympathy strike, picketing or other interference with the Employer's operations in violation of this Section, neither party shall negotiate upon the merits of the dispute until such time as the improper or illegal action is fully terminated and normal operations have resumed.

In the event any violation of this Section occurs, it shall be the responsibility of the Union to immediately notify its members in the unit that said action is prohibited by this Agreement and is not in any way sanctioned or approved by the Union. The Union will also take all reasonable steps to cease the violation and to have its members immediately return to work.

Section 4. Headings

All section titles and captions contained herein are for convenience reference only and shall not be deemed a part of the context of this Agreement.

Section 5. Duration

The agreement shall become effective 12:00 a.m. May 1, **2018 2015** and shall expire on April 30, **2021 2018** at 11:59 p.m. It shall continue in effect from year to year thereafter unless either party notifies the other in writing, not less than sixty (60) days prior to the expiration date during which time this Agreement is in effect, that such party elects to terminate, modify or amend this Agreement, subject to paragraph 7 of the Illinois Public Labor Relations Action (5 ILCS 315/7). **However, this Contract shall be reopened for the purpose of negotiating terms and conditions for Article 24, Section 1, Annual Pay Plan (together with Exhibit C) and Article 19, Health/Dental/Life Insurance for the period beginning May 1, 2013 and ending April 30, 2015.**

In witness whereof the parties have duly executed this Agreement on the day and date set forth below:

Laborers' International Union of North America, Local 231	City of Washington, Illinois
By:	By:
Date:	Date:

EXHIBIT A

SENIORITY LIST FULL-TIME EMPLOYEES WASHINGTON DEPARTMENT OF PUBLIC SERVICES

As of 5/1/18					
Last Name	First Name	Date Of Hire	Position	Range	Step
Janes	Rick	6/5/1989	Wtr/Swr Maintenance Supervisor	72	13
Hines	Greg	7/10/1995	Laborer I	56	13
Hoog	Kirk	2/16/1998	Street Supervisor	72	13
Baker	Todd	6/21/1999	Mechanic II	64	13
Feeney	Mark	7/30/2001	STP Laborer I	56	13
Biggs	Michael	8/30/2004	Laborer I	56	13
Randall	Tim	6/25/2007	Supervisor	74	7
Klinke	Jeff	10/29/2007	Laborer I	56	11
McCombs	Jason	6/14/2010	Foreman	60	8
Powers	Bradley	7/30/2010	STP Assist Operator (Class 3)	62	8
Rogers	Mike	7/19/2012	STP Laborer I	56	6
Burchette	Nathan	6/19/2014	Inspector	56	4
Richard	Kyle	7/21/2014	WTP Assist Operator	62	3
Fuller	Ross	8/18/2014	Laborer I	56	4
Rittenhouse	Brian	2/26/2015	STP Supervisor	74	13
Greenway	Roger	7/27/2015	Laborer I	56	3
Boyd	Jeremiah	8/31/2015	WTP Laborer I	56	3
Meyer	Clifford	7/18/2016	Laborer I	56	2
Vermillion	Brandon	7/26/2016	Laborer I	56	2
Tysinger	Chad	4/3/2017	Laborer I	56	2
Baker	Charlie	4/3/2000	Cemetery Sexton	PT48	13
Parod	Frank	4/18/2002	Grounds Maintenance	GM	3
Brandt	Steven	4/23/2003	Grounds Maintenance	GM	3
Hagey	Clarence	5/12/2014	Grounds Maintenance	GM	3

EXHIBIT B
SUMMARY OF BENEFITS

Deductible and Out-of-Pocket Levels

Deductible (see page 10)

Expenses Incurred at Preferred Providers:

Per Individual	\$250
Per Family	\$500

Expenses Incurred at Non-Preferred Providers:

Per Individual.....	\$500
Per Family	\$1,000

Out-of-Pocket Maximum Including Deductible (see pages 11 and 13)

Expenses Incurred at Preferred Providers:

Per Individual.....	\$1,250
Per Family	3 individual limits

Expenses Incurred at Non-Preferred Providers:

Per Individual	\$2,500
Per Family	3 individual limits

Medical Benefits

Inpatient Hospital Services (see page 14)

Expenses Incurred at Preferred Providers	90%
Expenses Incurred at Non-Preferred Providers	60%

Pre-Admission Testing (see page 16)

Expenses Incurred at Preferred Providers	100%, no Deductible
Expenses Incurred at Non-Preferred Providers	60%, no Deductible

Outpatient Surgery (see page 15)

Expenses Incurred at Preferred Providers	90% after Deductible
Expenses Incurred at Non-Preferred Providers	60% after Deductible

Supplemental Accident (see page 15) 100% of 1st \$300

Emergency Treatment (see page 15)

Expenses Incurred at Preferred Providers	100% after \$50 Copay
(If not true emergency, 90% after Deductible)	
Expenses Incurred at Non-Preferred Providers	100% after \$50 Copay
(If not true emergency, 60% after Deductible)	

Skilled Nursing Confinement (see page 14)

Expenses Incurred at Preferred Providers	90%
Expenses Incurred at Non-Preferred Providers	60%

Maternity (see page 12)same as any sickness

Routine Preventative Care (see page 16)

Expenses Incurred at Preferred Providers	100% to \$500
	Per calendar year per person
Expenses Incurred at Non-Preferred Providers	100% to \$250
	Per calendar year per person

Amounts in excess of the calendar year maximum are payable by the Plan as any other benefit, subject to Deductible and Shared Expenses.

Including Routine:	Physician Office Visit
	Mammograms
	Clinic Breast
	Exams
	Pap Smears
	Prostate Specific Antigen Tests
	Digital Rectal Examinations
	Colorectal Cancer Examinations
	Surveillance Tests for Ovarian Cancer
	Immunizations
	X-rays and Lab Tests, including blood work,
	Urinalysis, cholesterol screening, and EKG
	Well Child Care

Mental Illness/Substance Abuse (see page 12)

Outpatient Care	
Expenses Incurred at Preferred Providers	50%, limited to 30 visits per year
Expenses Incurred at Non-Preferred Providers	50%, limited to 30 visits per year
Inpatient Care	
Expenses Incurred at Preferred Providers	90%, limited to 30 days per year
Expenses Incurred at Non-Preferred Providers	60%, limited to 30 days per year
Combined Outpatient/Inpatient Lifetime Maximum	\$25,000

Alcohol and Substance Abuse 2 treatment programs per lifetime;
charges considered only upon completion of program

Physician Services (see page 16-17)

Expenses Incurred at Preferred Providers	90%
Expenses Incurred at Non-Preferred Providers	60%

Chiropractic Benefits (see page 18)

Expenses Incurred at Preferred Providers	90%
Expenses Incurred at Non-Preferred Providers	60%
Calendar year maximum.....	\$1,500

Second Surgical Opinion (see page 16) 100%

Private Duty Nursing (see page 17)

Expenses Incurred at Preferred Providers	90%
Expenses Incurred at Non-Preferred Providers	60%

Home Health Care (see page 20)

Expenses Incurred at Preferred Providers	90%
Expenses Incurred at Non-Preferred Providers	60%
.....	Limited to 60 visits per calendar year

Ambulance Services (see page 17) 90%**Prescription Drugs** (see page 18)

Pharmacy Copayments:

Generic Drug Copayment	\$ 5
Preferred Brand Name Drug Copayment	\$15
Non-Preferred Brand Name Drug Copayment	\$30

Mail Order Copayments:

Generic Drug Copayment	\$10
Preferred Brand Name Drug Copayment	\$38
Non-Preferred Brand Name Drug Copayment	\$75

Vaccine For Shingles (see page 19)

Expenses Incurred at Preferred Provider.....	90%
Expenses Incurred at Non-Preferred Provider	60%

Habilitative Services (see page 19)

Expenses Incurred at Preferred Provider.....	90%
Expenses Incurred at Non-Preferred Provider	60%

Diagnosis and Treatment of Autism Spectrum Disorders (see page 19)

Expenses Incurred at Preferred Provider.....	90%
Expenses Incurred at Non-Preferred Provider	60%

Diagnosis and Treatment of Osteoporosis (see page 19)

Expenses Incurred at Preferred Provider.....	90%
Expenses Incurred at Non-Preferred Provider	60%

Clinical Breast Examinations (see page 19)

Expenses Incurred at Preferred Provider.....	90%
Expenses Incurred at Non-Preferred Provider	60%

Human Papillomavirus Vaccine (see page 19)

Expenses Incurred at Preferred Provider.....	90%
Expenses Incurred at Non-Preferred Provider	60%

Amino Acid Based Elemental Formulas (see page 19)

Expenses Incurred at Preferred Provider.....	90%
Expenses Incurred at Non-Preferred Provider	60%

All Other Benefits80%

Dental Benefits (Guardian)

Deductible Per Individual (see page 26)\$50

Coinsurance (see page 26)

Preventative Services 100%

Primary Services85%

Major Services50%

Orthodontic Services.....50%

Yearly Maximum Per Individual (see page 26) \$1,500

Lifetime Maximum for Orthodontic Treatment (see page 27) \$1,500

The above is the base level of dental benefits. Employee may also elect a DHMO option.

Weekly Income Benefits

Amount of Weekly Benefit (see page 29)..... \$100

Duration of Benefits (see page 29) up to 26 weeks

NOTICE

The Utilization Review Administrator must be notified (i) prior to an elective admission to the Hospital, (ii) within forty-eight (48) hours after admission for Emergency Treatment or obstetric care or (iii) prior to obtaining certain outpatient treatment. Failure to do so will result in a fifty percent (50%) reduction in benefits otherwise computed.

This is a summary of Plan benefits. Please read the remainder of this booklet carefully for a detailed explanation of Plan benefits and limitations.

EXHIBIT C			
Annual Pay Plan			
ANNUAL BASE WAGE			
POSITION: Laborer I			
PAY GRADE: 56			
	2.5% 1st step	2.5% 1st step	2.5% 1st step
Step	5/1/18 - 4/30/19	5/1/19 - 4/30/20	5/1/20 - 4/30/21
1	38,546	39,510	40,498
2	40,335	41,299	42,287
3	42,124	43,088	44,076
4	43,913	44,877	45,865
5	45,702	46,666	47,654
6	47,490	48,454	49,442
7	49,278	50,242	51,230
8	51,066	52,030	53,018
9	52,854	53,818	54,806
10	54,642	55,606	56,594
11	56,430	57,394	58,382
ANNUAL BASE WAGE			
POSITION: Laborer II			
PAY GRADE: 58			
	2.5% 1st step	2.5% 1st step	2.5% 1st step
Step	5/1/18 - 4/30/19	5/1/19 - 4/30/20	5/1/20 - 4/30/21
1	39,511	40,498	41,511
2	41,343	42,330	43,343
3	43,176	44,163	45,176
4	45,009	45,996	47,009
5	46,842	47,829	48,842
6	48,675	49,662	50,675
7	50,508	51,495	52,508
8	52,341	53,328	54,341
9	54,174	55,161	56,174
10	56,007	56,994	58,007
11	57,840	58,827	59,840
ANNUAL BASE WAGE			
POSITION: Foreman/Public Works Inspector			
PAY GRADE: 60			
	2.5% 1st step	2.5% 1st step	2.5% 1st step
Step	5/1/18 - 4/30/19	5/1/19 - 4/30/20	5/1/20 - 4/30/21
1	40,497	41,509	42,547
2	42,375	43,387	44,425
3	44,253	45,265	46,303
4	46,131	47,143	48,181
5	48,010	49,022	50,060
6	49,889	50,901	51,939
7	51,768	52,780	53,818
8	53,647	54,659	55,697
9	55,526	56,538	57,576
10	57,405	58,417	59,455
11	59,284	60,296	61,334

EXHIBIT C			
Annual Pay Plan			
ANNUAL BASE WAGE			
POSITION: WTP (Class C) STP (Class 3) Asst. Operator and Mechanic I			
PAY GRADE: 62			
	2.5% 1st step	2.5% 1st step	2.5% 1st step
Step	5/1/18 - 4/30/19	5/1/19 - 4/30/20	5/1/20 - 4/30/21
1	41,510	42,548	43,612
2	43,435	44,473	45,537
3	45,360	46,398	47,462
4	47,285	48,323	49,387
5	49,211	50,249	51,313
6	51,137	52,175	53,239
7	53,063	54,101	55,165
8	54,989	56,027	57,091
9	56,915	57,953	59,017
10	58,841	59,879	60,943
11	60,767	61,805	62,869
ANNUAL BASE WAGE			
POSITION: WTP (Class A) STP (Class 1) Operator and Mechanic II			
PAY GRADE: 64			
	2.5% 1st step	2.5% 1st step	2.5% 1st step
Step	5/1/18 - 4/30/19	5/1/19 - 4/30/20	5/1/20 - 4/30/21
1	42,548	43,612	44,702
2	44,521	45,585	46,675
3	46,495	47,559	48,649
4	48,469	49,533	50,623
5	50,443	51,507	52,597
6	52,417	53,481	54,571
7	54,391	55,455	56,545
8	56,365	57,429	58,519
9	58,339	59,403	60,493
10	60,313	61,377	62,467
11	62,287	63,351	64,441
ANNUAL BASE WAGE			
POSITION: Street Supervisor and Water/Sewer Maintenance Supervisor			
PAY GRADE: 72			
	2.5% 1st step	2.5% 1st step	2.5% 1st step
Step	5/1/18 - 4/30/19	5/1/19 - 4/30/20	5/1/20 - 4/30/21
1	46,964	48,138	49,342
2	49,143	50,317	51,521
3	51,322	52,496	53,700
4	53,501	54,675	55,879
5	55,680	56,854	58,058
6	57,859	59,033	60,237
7	60,038	61,212	62,416
8	62,217	63,391	64,595
9	64,396	65,570	66,774
10	66,575	67,749	68,953
11	68,754	69,928	71,132

EXHIBIT C			
Annual Pay Plan			
ANNUAL BASE WAGE			
POSITION: WTP/STP Supervisor			
PAY GRADE: 74			
	2.5% 1st step	2.5% 1st step	2.5% 1st step
Step	5/1/18 - 4/30/19	5/1/19 - 4/30/20	5/1/20 - 4/30/21
1	48,138	49,341	50,575
2	50,371	51,574	52,808
3	52,604	53,807	55,041
4	54,837	56,040	57,274
5	57,070	58,273	59,507
6	59,303	60,506	61,740
7	61,536	62,739	63,973
8	63,769	64,972	66,206
9	66,003	67,206	68,440
10	68,237	69,440	70,674
11	70,471	71,674	72,908
ANNUAL BASE WAGE			
POSITION: Cemetery Sexton			
PAY GRADE: 48			
	2.5% 1st step	2.5% 1st step	2.5% 1st step
Step	5/1/18 - 4/30/19	5/1/19 - 4/30/20	5/1/20 - 4/30/21
1	17.00	17.42	17.86
2	17.78	18.20	18.64
3	18.57	18.99	19.43
4	19.36	19.78	20.22
5	20.15	20.57	21.01
6	20.94	21.36	21.80
7	21.73	22.15	22.59
8	22.52	22.94	23.38
9	23.31	23.73	24.17
10	24.10	24.52	24.96
11	24.89	25.31	25.75
ANNUAL BASE WAGE			
POSITION: Grounds Maintenance			
PAY GRADE: None			
	2.5% 1st step	2.5% 1st step	2.5% 1st step
Step	5/1/18 - 4/30/19	5/1/19 - 4/30/20	5/1/20 - 4/30/21
1	11.98	12.28	12.59
2	12.71	13.01	13.32
3	13.43	13.73	14.03

The employees listed below shall receive the lump sum payments listed below by separate payroll check issued at the same time as paychecks for the last payroll period of the fiscal year. Employees who are not employed as of the last payroll period of the fiscal year shall receive a pro-rata lump sum payment by separate check issued at the same time as his/her paycheck for the last payroll period for which the employee was employed.

Employee	FY 18-19	FY 19-20	FY 20-21
Rittenhouse	558.73	558.33	558.32
Hoog	544.19	544.75	544.75
Janes	544.19	544.75	544.75
Baker, T.	493.29	493.47	493.48
Hines	446.76	447.10	447.10
Feeney	446.76	447.10	447.10
Biggs	446.76	447.10	447.10
Klinke	-	-	447.10

Additionally, part-time employees who are topped out at the end of their scales will receive a lump sum payment by separate payroll check issued at the same time as paychecks for the last payroll period of the fiscal year (or last payroll employed) and shall be calculated as follows: ((Prior year hourly wage rate x 1.025) – (Current year hourly wage rate)) x Total hours worked in fiscal year = lump sum amount

EXHIBIT D

LONGEVITY PAY PLAN Full Time Employees Only

Non-Supervisory Personnel

For Years 1 through 10, inclusive	\$ -
For Years 11 through 15, inclusive	700 per annum
For Years 16 through 20, inclusive	1,050 per annum
For Year 21	1,425 per annum
For Year 22	1,500 per annum
For Year 23	1,575 per annum
For Year 24	1,650 per annum
For Year 25	1,725 per annum
For Year 26	1,810 per annum
For Year 27	1,895 per annum
For Year 28	1,980 per annum
For Year 29	2,065 per annum
For Year 30 through separation, inclusive	2,150 per annum

Supervisory Personnel

For Years 1 through 10, inclusive	\$ -
For Years 11 through 15, inclusive	900 per annum
For Years 16 through 20, inclusive	1,325 per annum
For Year 21	1,775 per annum
For Year 22	1,865 per annum
For Year 23	1,955 per annum
For Year 24	2,045 per annum
For Year 25	2,135 per annum
For Year 26	2,235 per annum
For Year 27	2,335 per annum
For Year 28	2,435 per annum
For Year 29	2,535 per annum
For Year 30 through separation, inclusive	2,635 per annum

Note: Supervisory Personnel includes positions currently held by the following incumbents:
Janes, **Hoog, Randall, Rittenhouse, Schone and Klekamp**